

**RESOLUTION NO. R-2017-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY PROGRAM, AND AUTHORIZING A CONTRIBUTION TOWARDS SUPPORT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone pollution; and

**WHEREAS**, the program's primary source of funding has been through grants from the Texas Commission on Environmental Quality (TCEQ), and that funding was vetoed by the Governor of Texas on June 12, 2017, for our region and for all near-nonattainment air quality areas of the state; and

**WHEREAS**, the Ozone Advance Program Action Plan was intended to be implemented through December 31, 2018; and

**WHEREAS**, the region depends upon CAPCOG's air quality program and staff for emissions data, regulatory guidance and information on air quality; and

**WHEREAS**, without the CAPCOG air quality program, the region would be totally dependent on TCEQ/EPA for air quality issues.


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**SECTION 1:** The City Manager is authorized to execute an Interlocal Agreement related to support of the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A: CAPCOG Air Quality Program Scope of Work for Local Funding, July 2017 – September 2018.

**SECTION 2:** The City Council authorizes a contribution of \$973.00 in support of continued staff and activities within the CAPCOG Air Quality Program.

**SECTION 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.


**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25th day of July, 2017.

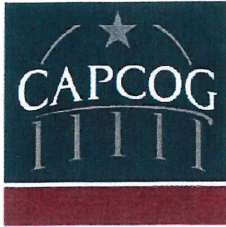
  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
David F. Bragg, City Attorney



## Capital Area Council of Governments

6800 Burlleson Road, Building 310, Suite 165, Austin, Texas 78744

(p) 512-916-6000 (f) 512-916-6001

[www.capcog.org](http://www.capcog.org)

July 10, 2017

Dear Clean Air Coalition and Clean Air Coalition Advisory Committee Representatives:

The enclosed Scope of Work describes the activities that are eligible under the funding requests CAPCOG submitted to Bastrop, Caldwell, Hays, Travis, and Williamson Counties, and the Cities of Austin, Bastrop, Bee Cave, Buda, Cedar Park, Elgin, Georgetown, Hutto, Lakeway, Leander, Lockhart, Luling, Pflugerville, Round Rock, San Marcos, Sunset Valley, and Taylor on July 6, 2017, and July 7, 2017. Completion of this entire scope of work is based on CAPCOG securing all of the funding requested from these local governments shown in the table below; however, in the event the requested funding for Tier 4 is not received to complete all aspects of that level, we will work with the CAC to prorate and prioritize work to be done.

*Table 1. 2017-2018 CAPCOG Air Quality Funding Requested by Jurisdiction*

Jurisdiction	Requested
<b>Bastrop County</b>	\$4,726
<b>Caldwell County</b>	\$2,351
<b>Hays County</b>	\$11,681
<b>Travis County</b>	\$68,516
<b>Williamson County</b>	\$30,205
<b>City of Austin</b>	\$108,304
<b>City of Bastrop</b>	\$973
<b>City of Bee Cave</b>	\$747
<b>City of Buda</b>	\$1,716
<b>City of Cedar Park</b>	\$7,874
<b>City of Elgin</b>	\$1,065
<b>City of Georgetown</b>	\$7,671
<b>City of Hutto</b>	\$2,723
<b>City of Lakeway</b>	\$1,673
<b>City of Leander</b>	\$4,886
<b>City of Lockhart</b>	\$1,546
<b>City of Luling</b>	\$672
<b>City of Pflugerville</b>	\$6,769
<b>City of Round Rock</b>	\$13,813
<b>City of San Marcos</b>	\$7,082
<b>City of Sunset Valley</b>	\$80
<b>City of Taylor</b>	\$1,926
<b>TOTAL</b>	<b>\$287,000</b>

As was presented to members of the Central Texas Clean Air Coalition in a June 28, 2017, CAPCOG's plan for its air quality program is to continue staffing at the current 2.5 full-time equivalent (FTE) staffing level through 9/30/2017, and the reduce the staffing level to 1.5 FTE from 10/1/2017 – 6/30/2018 using the existing air quality funding it has access to. The request for local funding described in this scope of work would do two basic things:

- Enable CAPCOG to continue conducting air monitoring; and
- Enable CAPCOG to retain staff through the end of fiscal year 2018 to continue to conduct regional air quality planning, analysis, research, and outreach and education activities.

As was also discussed and endorsed unanimously by the Clean Air Coalition at its June 28, 2017, meeting, the local funds that can be raised will be used in the following priority order.

*Table 2. Priority-Order of Use of Local Air Quality Funding for 2017-2018 and Estimated Costs for Activities*

Priority	Activity	Associated Tasks in Scope of Work	Estimated Incremental Cost	Cumulative Cost
1	Completion of 2017 Air Quality Monitoring	1	\$33,000	\$33,000
2	Extend the 1.5 FTE Staffing Level for Air Quality Program to July – September 2018	2-7	\$73,000	\$106,000
3	Completion of a “Basic” Level of Air Quality Monitoring in 2018 at all 8 monitoring sites (a reduced set of activities compared to 2017 monitoring)	8	\$67,000	\$173,000
4	Maintaining the current 2.5 FTE Staffing Level for Air Quality Program through September 2018	2-7	\$64,000	\$237,000
5	Additional Monitoring Activities in 2018 at all 8 monitoring sites (the added cost for all of the activities completed in 2017 beyond what is required for the “Basic” level of monitoring)	8	\$50,000	\$287,000

The 2018 monitoring cost estimates are based on CAPCOG’s assumptions about what the prices for a new 2018 monitoring contract would cost. CAPCOG simply increased costs from our current 2016-2017 contract by 5% in order to estimate 2018 costs, but they could be different once CAPCOG puts a request for proposals (RFP) out to bid. This could change the costs associated with the incremental costs for 2018 monitoring.

The tasks described in the Scope of Work are associated with each of the activities described above. If you have questions about any of this, please contact me at [ahoekzema@capcog.org](mailto:ahoekzema@capcog.org) or at (512) 916-6043.

Thank you,



Andrew Hoekzema  
CAPCOG Director of Regional Services

Enclosure

**INTERLOCAL AGREEMENT  
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND  
CITY OF BASTROP  
FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY  
PROGRAM**

This Agreement is by and among City of Bastrop and the Capital Area Council of Governments (CAPCOG) (also referred to as the "Parties" or a "Party").

**RECITALS**

**Whereas**, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone pollution.

**Whereas**, the program's planning efforts include coordinating development and implementation of voluntary regional air quality plans, providing technical assistance to organizations that participate in the air quality plans, administering regional pollution reduction grants and conducting air quality education and outreach to reduce emissions and exposure to air pollution. Technical research efforts include air quality monitoring, emissions inventory development, data analysis, modeling, and pollution control strategy evaluation.

**Whereas**, the program's primary source of funding has been through grants from the Texas Commission on Environmental Quality (TCEQ), and that funding was vetoed by the Governor of Texas on June 12, 2017, for our region and for all near-nonattainment air quality areas of the state.

**Whereas**, the Ozone Advance Program Action Plan was intended to be implemented through December 31, 2018.

**Whereas**, the region depends upon CAPCOG's air quality program and staff for emissions data, regulatory guidance and information on air quality.

**Whereas**, the region's 2016 design value was 66 ppb and increasing – the 2017 design value is already 68 ppb halfway through the ozone season – leaving our residents and communities vulnerable to the conditions of poor air quality.

**Whereas**, Without CAPCOG air quality program, the region would be totally dependent on TCEQ/EPA on air quality issues.

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the

performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

## **AGREEMENT**

### **Section 1. Purpose**

This Agreement authorizes City of Bastrop to support the continuation of regional air quality monitoring and planning activities as provided by CAPCOG and as sufficient funding allows.

### **Section 2. CAPCOG's Responsibilities.**

CAPCOG agrees to continue to perform near-nonattainment program duties to include program planning and management; monitoring & research activities; technical assistance & coordination, outreach/education, and core staff operations as guided by the Capital Area Clean Air Coalition and authorized by the CAPCOG Executive Committee, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

CAPCOG agrees to maintain fund accounting and financial systems for the Air Quality program so as to provide continued tracking of funds, whether grant or local contributions, and as required by law and policies of CAPCOG.

CAPCOG agrees to maintain data collection and required reporting for adequate closeout of the existing grant with the TCEQ, and will use these local funds for activities continued beyond the closeout of that grant, anticipated no later than June, 30, 2018.

CAPCOG agrees to maintain and make available data collected and reporting developed as related to the use of these funds in air quality activities.

CAPCOG agrees to maintain and staff the Clean Air Coalition for the full extent of this agreement or as long as funding allows, whichever comes first, in order to guide the work program and to receive regular reporting on behalf of the jurisdictions participating in the air quality program.

### **Section 3. City of Bastrop's Responsibilities.**

City of Bastrop agrees to contribute an amount of \$973.00 in support of continued staff and activities within the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

#### **Section 4. Agreement Term**

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until September 30, 2018, unless sooner terminated due to lack of funds.

#### **Section 5. Termination**

City of Bastrop acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery of performance.

CAPCOG terminates this contract for unavailability of funds by giving City of Bastrop notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date. Notwithstanding any provision to the contrary, if CAPCOG terminates this contract for unavailability of funds, CAPCOG will return a pro-rata balance to City of Bastrop within 30 days after the notice date, less the value of any deliverables submitted by the notice date.

#### **Section 6. Limitation of Liability and Governmental Immunity**

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

#### **Section 7. Notice.**

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

City of Bastrop  
Lynda Humble, City Manager  
PO Box 427  
Bastrop, TX 78602

CAPCOG: Betty Voights  
Executive Director  
6800 Burleson Road, Building 310, Suite 165  
Austin, Texas 78744

### Section 8. Miscellaneous

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By: \_\_\_\_\_  
Betty Voights  
Executive Director

Date: \_\_\_\_\_

City of Bastrop

By: \_\_\_\_\_  
Lynda Humble  
City Manager

Date: \_\_\_\_\_



# Exhibit A: CAPCOG Air Quality Program Scope of Work for Local Funding, July 2017 – September 2018

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## Task 1: Continuation of 2017 Ozone Season Monitoring

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Under Task 1, CAPCOG will resume operation and maintenance activities at its eight continuous air monitoring stations (CAMS) through October 31, 2017. These include CAMS 601, 614, 684, 690, 1603, 1604, 1675, and 6602. Funding under this task will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- At least one calibration;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Data will continue to be reported to the Texas Commission on Environmental Quality's (TCEQ's) Leading Environmental Display System (LEADS)

Monitoring stations will be prioritized based on CAPCOG's April 2014 ozone monitoring network review and optimization plan's rankings of the eight stations:<sup>1</sup>

1. CAMS 690 (Georgetown)
2. CAMS 614 (Dripping Springs)
3. CAMS 6602 (Hutto)
4. CAMS 1675 (San Marcos)
5. CAMS 684 (Cedar Creek)
6. CAMS 1603 (Southwest Austin)
7. CAMS 1604 (Lockhart)
8. CAMS 601 (Fayette County)

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<sup>1</sup>

CAPCOG [http://www.capcog.org/documents/airquality/reports/2014\\_Monitoring\\_Network\\_Review\\_and\\_Optimization\\_Plan.pdf](http://www.capcog.org/documents/airquality/reports/2014_Monitoring_Network_Review_and_Optimization_Plan.pdf)

## **Task 2: Staff Support for the Central Texas Clean Air Coalition**

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This task involves ongoing staff support for the Central Texas Clean Air Coalition (CAC), the region's umbrella organization for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC.

## **Task 3: Prepare 2017 Advance Program Report**

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This task involves preparing CAPCOG's annual report to EPA as part of the region's participation in EPA's Advance Program. This report includes information on the region's air pollution levels, the implementation of emission reduction measures, and technical research completed in 2017. This report will include information collected from all participants in the region's air quality plan and will be submitted to the U.S. Environmental Protection Agency (EPA) as part of the region's participation in the Advance Program.

## **Task 4: Staff Work on New Advance Program Action Plan**

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This task involves staff work involved in the development of a new voluntary air quality Action Plan under EPA's Advance Program covering 1/1/2019 – 12/31/2023. This work could include some or all of the following activities:

- updating technical information regarding regional air pollution;
- developing goals, objectives, and performance metrics for the Action Plan;
- analysis of costs, benefits, and regulatory or logistical considerations for measures that could be implemented in the new Action Plan;
- analysis of the benefits of any multi-pollutant strategies that could be considered;
- working with existing CAC members to select new commitments as part of the Action Plan;
- recruiting new organizations to participate in the CAC; and
- drafting the text of the plan.

## **Task 5: 2017 Ozone Data Analysis Report**

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Under this task, CAPCOG will perform an analysis of the ozone and meteorological data collected in 2017 and comparison of these data to CAPCOG's Ozone "Conceptual Model" (which covers data collected in 2010-2015) and CAPCOG's 2016 Ozone Data Analysis Report.

## **Task 6: Outreach and Education Activities**

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This task involves direct air quality outreach and education activities carried out by CAPCOG between July 2018 and September 2018. This would involve maintaining the AirCentralTexas.org website and all social media accounts, conducting presentations and outreach events as well as developing content for all education materials, and reaching out to the general public regarding air quality issues.

## **Task 7: Other Air Quality Technical Activities**

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This task involves other air quality technical activities carried out by CAPCOG not otherwise described above. This may include analysis of emissions inventory data and reports, development of updated emissions inventory documentation, analysis of modeling and quality control data and reports.

## **Task 8: 2018 Ozone Season Monitoring**

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Under Task 8, CAPCOG will conduct operate ozone and meteorological monitoring at its eight continuous air monitoring stations (CAMS) from during the 2018 Ozone Season (March 1, 2018 – November 30, 2018). Funding will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

## Task and Deliverable Summary

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Table 1. Work Plan Task and Deliverable Summary

Task Number	Description	Deliverable	Due Date
1	Continuation of 2017 Ozone Season Monitoring	2017 Monitoring Report	12/15/2017
2	Staff Support for the Central Texas Clean Air Coalition	Report on CAPCOG Support to the CAC	10/31/2018
3	Prepare 2017 Advance Program Report	2017 Advance Program Report	7/31/2018
4	Staff Work on New Advance Program Action Plan	Report on CAPCOG Work on New Advance Program Action Plan	10/31/2018
5	2017 Ozone Data Analysis Report	2017 Air Quality Data Analysis Report	8/31/2018
6	Outreach and Education Activities	Air Quality Outreach and Education Report	10/31/2018
7	Other Air Quality Technical Activities	Air Quality Technical Activities Report	10/31/2018
8	2018 Ozone Season Monitoring	2018 Monitoring Report	12/15/2018
<b>TOTAL</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>